CHESTERFIELD COUNTY

www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp

Our <u>vision</u> is to be recognized by our customers and professional peers as an innovative provider of excellence in customer service and as a leader in the purchasing profession.

Our <u>mission</u> is to support our customers in performing their mission by providing quality purchasing services.



INVITATION FOR BID

Purchasing Department 9901 Lori Road P. O. Box 51 Chesterfield, VA 23832-0001 Telephone No. (804) 748-1617

CHESTERFIELD COUNTY PURCHASING DEPARTMENT GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID

1. SUBMISSION AND RECEIPT OF BIDS:

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-bid meeting and/or the published bid opening, the pre-bid meeting and/or bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. Only when <u>specifically</u> requested in the bid documents shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County. In the event of default by the Bidder, the deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.
- 2. AMENDING BIDS: Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.

3. WITHDRAWAL OF BIDS:

Withdrawal: Construction (Code of Virginia 2.2-4330)

a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), Code of Virginia, which states the bidder shall give notice in

writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected. In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

Withdrawal: (other than construction)

b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

4. **DENIAL OF WITHDRAWAL OF BID**: (Code of Virginia 2.2-4330)

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

5. MISTAKES IN BIDS

- a. <u>Mistakes discovered following bid opening but prior to award:</u> If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a <u>clerical</u> error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. <u>Mistakes discovered after award:</u> Bids containing mistakes by bidders shall <u>not</u> be withdrawn after award of a contract or issuance of a purchase order.

6. PRICING:

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.
- 7. **PERFORMANCE AND PAYMENT BOND: When requested in the bid**, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are

requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.

- 8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
- 9. INVOICES: Invoices for items ordered and delivered shall be submitted by the contractor to Chesterfield County Accounting Department, P. O. Box 40, Chesterfield, VA 23832. All invoices shall show the purchase order number, the name of the person placing the order, the item description, stock number, and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the items as described in the specifications.
- 10. PAYMENT TERMS: If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.
- 11. FINANCE CHARGES: Finance charges imposed by the vendor on any invoice shall not be paid by the County.
- 12. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.

- 13. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
- 14. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
- 15. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.
- 16. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be

furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.

- 17. TAXES: Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
- 18. **LICENSES**, **PERMITS**, **AND FEES**: All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
- 19. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
- 20. QUALITY EXPECTATION STATEMENT: Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects zero rework".
- 21. **AWARD PHILOSOPHY:** Award will be made by the County to the lowest responsible bidder with the lowest responsive bid which is in substantial conformance with the terms, conditions, and specifications of the bid and is in conformance with the *Code of Chesterfield County* and the *Code of Virginia*.

Chesterfield County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities, and to request rebids. The County also reserves the right to award the bid in a manner which the County deems will best serve its interest. Bids making exceptions to the terms and conditions included in this invitation may be considered, but preference may be given to bids with no exceptions taken. It further reserves the right to award the bid on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the County, unless otherwise specified. The County may award a bid to a single contractor or to multiple contractors. It also reserves the right to increase or decrease quantities at the unit price bid.

- 22. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
 - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
 - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
 - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
 - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

- e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
- f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
- g. The resale value, life cycle costing and value analysis of a product.
- h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
- i. Timely delivery of goods or timely completion of services as stated by bidder.
- j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
- k. Inventory capability as it relates to a particular bid.
- I. Results of product testing.
- 23. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
- 24. **ADDENDA:** Any changes or supplemental instructions to this Invitation for Bid shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp. Each bidder is responsible for determining that all addenda issued have been received and shall acknowledge receipt of all addenda in the space provided within the Pricing Schedule and by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda so issued shall become part of the IFB and any resulting contract documents.
- 25. **PROPRIETARY INFORMATION:** Section 2.2-4342-F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Bids/proposals not in compliance with section 2.2-4342F will be subject to disclosure.
- 26. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- 27. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
- 28. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
- 29. **MODIFICATION:** The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the Contract.
- 30. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.

- 31. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.
- 32. **SECTION 2.2-4311** *CODE OF VIRGINIA*: Every contract for goods or services over \$10,000 shall include the following provisions:
 - 1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 33. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
- 34. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.

35. REQUIREMENTS CONTRACTS:

- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
- b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
- c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
- d. The County may award a bid to a single contractor or to multiple contractors.
- e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
- f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
- g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
- h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
- i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.

j. The County has the right to extend this contract up to and not to exceed one hundred eighty (180) days following the last term of renewal.

36. SECTION 2.2-4312 CODE OF VIRGINIA - DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 37. ENVIRONMENTAL MANAGEMENT: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804)717-6531.
- 38. **SECTION 2.2-4343.1** *CODE OF VIRGINIA:* Chesterfield County does not discriminate against faith-based organizations.
- 39. COOPERATIVE PROCUREMENT (Use of contracts by other public bodies): This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 CODE OF VIRGINIA. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield Contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- 40. CONTRACTOR BACKGROUND CHECKS: In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- 41. **SENSITIVE INFORMATION HANDLING:** Any information in the possession of the county/schools which is specific to a student, citizen, county/school business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from county facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the county facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (county) or Director of Technology (schools). Any access to county/schools information by contract workers from outside the county intranet shall be in accordance with existing Information

Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/county Information Security Manager and Chief Information Officer or designees.

42. **PRECEDENCE OF TERMS AND CONDITIONS:** Any and all Special Terms and Conditions contained in this Invitation for Bid that may be in variance or conflict with these General Terms, Conditions, and Instructions shall have precedence over these General Terms, Conditions, and Instructions are made in the Special Terms and Conditions, then the General Terms, Conditions, and Instructions shall prevail in their entirety.

Revised: September 14, 2007

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CHESTERFIELD COUNTY PURCHASING DEPARTMENT CHESTERFIELD, VIRGINIA 23832-0001 (804) 748-1617

<u>IFB Prepared By:</u> <u>Invitation for Bid Number:</u>

Martin W. Franciscus, CPPB Senior Contract Officer

07-21710-9582

September 27 2007

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than 2:00 p.m. Local Time Prevailing, October 17, 2007, and then publicly opened and read aloud to establish a requirements contract for Electronic Controls Systems Design, Fabrication, Installation, Start-up, Service, Repair and Maintenance for the Chesterfield County Department of Utilities.

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0001. **Mark outside of your envelope with Invitation for Bid #07-21710-9582** and opening date of bid.

Bids, to include addenda or changes to a response, shall <u>not</u> be accepted via Fax machine or by Internet E-mail.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. All responsible vendors are encouraged to bid.

For information pertaining to the bid tabulation and award on this procurement transaction, bidders may access public notification electronically at www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp.

COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES

Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The county is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

DEFINITIONS:

<u>Women-Owned Business</u> (WOB) - a business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interests is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens. (*Code of Virginia* 2.2-1401)

Minority-Owned Business (MOB) – a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia* 2.2-1401)

<u>Chesterfield Business</u> (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

PURPOSE

The purpose of this Invitation for Bid (IFB) is to establish a requirements contract for design, fabrication, installation, start-up, maintenance service, troubleshooting and repair of electronic controls and systems for the Chesterfield County Utilities Department to include one (1) water and two (2) wastewater treatment plants and thirty-seven (37) pump stations.

Work under this contract should rarely exceed \$30,000.00 per job and will be of a nature where electronic control and maintenance work is required in order to maintain or optimize existing operations. Large projects, planned improvements, or projects where detailed specifications are available may not be completed under this contract.

TERM OF CONTRACT

The initial term of this contract shall be December 1, 2007 through November 30, 2008.

RENEWAL OF CONTRACT

Chesterfield County may renew this contract for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of extension. Upon a determination by the county to renew this contract for an additional term, written notification will be given to the contractor.

- 1. If the county elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by no more than the percentage increase/decrease of the "Other Services" category for labor of the Consumer Price Index for all Urban consumers (CPI-U) for the latest twelve months for which statistics are available. The source for this index shall be http://bls.gov.cpi.
 - 2. If during any subsequent renewal periods the county elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the "Other Services" category for labor of the Consumer Price Index of the United States Bureau of Labor Statistics for all Urban consumers (CPI-U) for the latest twelve months for which statistics are available. The source for this index shall be http://bls.gov.cpi.

3.

SPECIAL CONDITIONS

INQUIRIES

Questions, clarifications and/or requests for interpretation of requirements and/or specifications should be addressed to Martin W. Franciscus, CPPB, Senior Contract Officer at (804) 748-1703. Bidders are encouraged to submit questions in writing no later than five (5) days prior to the bid opening date and send to the attention of Martin W. Franciscus, fax (804) 717-6378 or internet e-mail to purchasing@chesterfield.gov.

Site-Visit – Non-Mandatory

Prospective bidders interested in acquainting themselves with the current conditions of the work sites shall contact George Duvall, Plant Manager at 804-744-0168 between 9:00 a.m. and 4:00 p.m. to schedule an appointment.

PRICING

<u>Labor Rates</u>: Labor rates will include <u>all</u> overhead, profit, administrative cost, supervision, individual job/project cost estimations, insurance, truck mileage, union pension fund, workman's compensation, unemployment insurance, social security, etc. <u>NO ADDITIONAL COST WILL BE ALLOWED</u>

<u>Miscellaneous Shop Supplies</u>: A per job fee of fifteen (\$15.00) dollars maximum will be allowed for the use of miscellaneous shop supplies that may be used and normally carried on service trucks. Miscellaneous shop supplies may include, but are not limited to: shop towels, wire connectors, glue, solder, small fittings, flux, saw blades, sand paper, sand cloth, hard copper, wire nuts, electrical tape, welding gas, etc.

<u>Materials Normally Stocked on Work/Service Trucks</u>: For materials, other than miscellaneous shop supplies, normally stocked on work trucks, the contractor shall, <u>as a part of, and included with their bid response</u>, furnish a list of these items, and their related unit cost to the County. These prices shall be firm for the period of the contract.

<u>Materials Purchased</u>: All materials purchased and used by the contractor shall be billed at <u>actual cost</u> to the contractor. Actual cost shall be defined as the <u>exact</u> dollar amount paid to a supplier by the contractor for materials to be used on behalf of the county. No additional markup of any kind shall be allowed on materials.

<u>Equipment Rental</u>: The contractor may be required, during the course of the contract, to rent various equipment needed to provide the work. Any equipment rental used by the contractor shall be billed at <u>actual cost</u> to the contractor. Actual cost shall be defined as the <u>exact</u> dollar amount paid by the contractor for rental of equipment to be used on behalf of the county. No additional markup of any kind shall be allowed on equipment rentals.

<u>Overtime</u>: Any overtime is to be approved in advance by appropriate county staff. Regular time will be considered less than 8 hours per day. Overtime rates will not be effective until eight (8) hours per day have been worked.

<u>Billing Time</u>: Billing time shall begin when the contractor arrives on site to begin the work. Billing time shall stop when the contractor leaves the job site. <u>No travel time will be allowed</u>. Should the contractor have to depart the job site to obtain materials not on hand, a maximum time of one (1) hour of labor time, for a helper only, will be allowed. Any time taken in excess of one (1) hour or any additional trips for materials taken shall be at the expense of the contractor.

<u>Work Crew</u>: A work crew should consist of one (1) technician and one (1) helper; however, if more than one (1) work crew is required to complete the work, County approval must be obtained prior to the commencement of work and confirming approval must be evident on the work ticket.

PROJECT/JOB PRICE ESTIMATIONS

The contractor will be required to visit proposed job sites and furnish estimated costs for completing the work. Any request for quotes or estimates is considered standard overhead will be at the contractor's expense.

VERBAL/WRITTEN PURCHASE ORDERS

The contractor shall provide services only after receipt of a written or verbal Chesterfield County Purchase Order containing a purchase order number. Any services provided without a written purchase order or a verbal request containing a purchase order number shall be at the contractor's expense.

WORK TICKETS

The contractor will furnish a priced and itemized ticket for every job. The ticket should include the date, work site and <u>purchase order number</u> and shall be signed by a representative of the requesting department when the work is completed.

INVOICING

Original invoices for services provided will be submitted by the contractor to Chesterfield County **Utilities Department**, P. O. Box 608, Chesterfield, VA 23832. All invoices **shall** include and show the Purchase Order number, the name of the county staff requesting the services, the description of work performed, and all charges, to include hours and rates and all supplies and/or materials used by the contractor.

Invoices that contain charges for any materials purchased by the Contractor on behalf of the County **shall** include copies of the materials/supply house invoice or ticket to the contractor reflecting the exact materials purchased and the exact cost to the contractor. Any invoice received for payment that includes materials purchased by the contractor and does not include appropriate backup documentation will be returned to the contractor for proper documentation.

QUALIFICATIONS

Contractor shall be a licensed Class A contractor and licensed by the Chesterfield County Commissioner of the Revenue to conduct business in Chesterfield County.

All technicians performing work under any resulting contract shall be a licensed electronic technician/journeymen. All work performed shall comply with State and County Codes.

Contractor shall have the <u>in-house</u> capability to provide complete turn-key control system design, build, installation and service. This includes the ability to troubleshoot and repair when possible, existing legacy systems and to provide for the integration of new systems and hardware into the existing plant systems. The contractor shall have the capability to provide formal documentation for all legacy systems revisions, repairs and upgrades in a printed and electronic format.

Contractor shall be fully outfitted licensed company capable of performing any and all work normally encountered in industrial electronic controls and systems. If requested, a bidder shall be prepared to give full details as to the size and capability of his company to fulfill all requirements of the contract. Award will not be made to a company if it is found, in the sole opinion of the county, that it does not have the capacity to perform in a satisfactory manner. A listing of required technical competencies is given below:

The contractor shall possess the following experience, training and/or certifications:

- * Manufacturer/factory certified training in the operation and application of technical software to control and modify the programming of Allen-Bradley, Modicon and Idec PLCs to allow the contractor to provide in-house support for these units and custom modification as needed.
- * Manufacturer/factory certified training in the operation and application of software to allow the installation, programming and servicing of Allen-Bradley, Square-D, Reliance, AC-Tech and Siemens drives or soft starters to allow the contractor to provide in-house support for these units and custom modification as needed.

- * Experience in the use of process signal calibrators for simulating and testing of signals such as 0-10 vdc, 4-20 ma and pulse count as needed.
- * Experience in the use of Power Quality Analyzers to allow the analysis of power supply quality.
- * Experience in the use of factory configuration software for the set-up, calibration and servicing of Solatron and Milltronics level detectors.
- * Experience in the use of Auto-Cad software to provide schematics of custom built control systems.
- * Experience in the use of a Megger for the troubleshooting of circuits and motors for shorts and faults.
- * Experience in the use of equipment to perform thermal imaging of electrical and control systems.

An understanding of facilities, electronics, controls, and systems outlined above currently being used by the Utilities Department to prevent costly delays when system functionality must come to be understood before a component repair can be made. Additionally, the ability to troubleshoot and repair the complete automated motor and process control systems so that the need for the contractor to identify and procure subcontractors for the repair of essential systems will be eliminated.

Technical experience to maintain and repair critical equipment is absolutely essential. Both the sewage and potable water systems are monitored and controlled by SCADA (Supervisory Control and Data Acquisition) computer systems. These computer systems must be interfaced to the pumps, chemical feed systems and monitors at the Utility Department facilities. This interfacing of equipment to the SCADA systems requires significant expertise in programmable logic control units, interfacing and calibration of various types of instrument signals (0-10 volt dc, 4-20 ma, pulse count, etc.) and the ability to troubleshoot and calibrate a wide array of monitors, sensors and drive systems. This results in the need for the contractor to supply a turnkey design, build, calibrate and start-up service for automated motor and process controls.

Due to the complexity of the electronics equipment and distribution/collections systems the contractor shall have a Master Electrician available for consultation during all work projects.

RESPONSE TIME FOR SERVICE/ EMERGENCY REQUESTS

The contractor will be required to respond to requests for service within four (4) hours of receipt of the request through phone call or fax. A return call from the contractor acknowledging the request and scheduling (1) a site visit for reviewing and estimating the work or (2) scheduling the work, will be considered an acceptable response.

The county may make emergency requests of the contractor which require rapid response. Upon receipt of an emergency request for services through phone or fax, the contractor will be required to have a work crew on site within one (1) hour of receipt of the emergency request. This is due to the sometimes critical nature of work required under such a contract. The contractor shall be on a twenty-four (24) hour call for any emergency situations which may arise.

Rapid response to equipment failures. The Utilities Department provides water and wastewater services to the citizens of Chesterfield County. This requires properly functioning equipment, controls and electronics at treatment plants and pump stations for both potable water treatment and distribution as

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well as sewage collection and treatment. While not all electronic and control system repairs require an immediate response, when pumping or treatment failures occur they must be repaired within an hour or less in order to prevent service outages, violations of regulatory requirements or compromises of public health protections that can very likely occur with loss of water for fire protection or during sewage overflows in populated areas. The contractor must have assets stationed in close enough proximity to provide this rapid response.

PERMITS

All permits for services that may be needed shall be the responsibility of the contractor to obtain. The cost of the permit will be added to the contractor's invoice to the county for the work.

GUARANTEE

All materials and workmanship shall be guaranteed for a period of twelve (12) months after final acceptance of any work by the county and repairs necessary shall be made by the contractor at his expense.

SAFETY / CLEANUP

Contractor will at all times strictly adhere to all OSHA, UL and other applicable safety standards and mandates in the performance of all services. All employees, and any subcontractors of the contractor will use hard hats, safety goggles, gloves and all safety clothing or apparatus recommended by OSHA and UL. All materials, supplies, tools and equipment will be approved by, and comply with all OSHA, UL and any other applicable safety standards and mandates.

The contractor will supervise and direct all work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures.

The contractor will be responsible to the county for the acts and omissions of his employees, any subcontractors and their agents and employees, and other persons performing any of the work under this contract.

The contractor will, at all times, keep the work site free from accumulation of waste materials or rubbish and will maintain all access roads and walks clear of debris, materials and equipment during the course of the work. All streets, drives, walks, fences, trees, poles, antennae and the like where disturbed, removed or damaged shall be replaced, returned or repaired such that the facility and its appurtenances are left in as good condition after completion of the work as it was before operations began.

Debris shall be disposed of by the end of every job or working day. Beverage cans, bottles, lunch refuse, cigarette debris, etc., will not be tolerated on the job site except by immediate and proper removal on a daily basis. At the completion of the job or work, the contractor shall remove all his waste materials and rubbish from and about the site as well as all tools, construction equipment, machinery and surplus materials.

INSURANCE

A copy of a Certificate of Insurance shall be required and must be furnished by the contractor during execution of the contract. The Certificate does not need to accompany the bid.

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of a Certificate of Insurance, naming Chesterfield County as additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

- 1. Worker's Compensation Insurance with statutory limits and Employers' Liability Insurance of \$500,000 for one accident or aggregate disease.
- 2. Commercial General Liability \$1,000,000 Each Occurrence Combined Single Limit Including coverage for XC and U hazards
- 3. Comprehensive Automobile Liability \$1,000,000 Each Occurrence Combined Single Limit
- 4. Umbrella Liability Insurance \$2,000,000 Each Occurrence

PLEASE FORWARD A COPY OF THESE INSTRUCTIONS TO YOUR INSURANCE CARRIER.

Instructions Regarding Insurance Certificates

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:

Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name Chesterfield County as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "Description" where the language may be inserted as follows:

Chesterfield County is additional insured <u>or that</u> Chesterfield County is additional insured with respects to General Liability; and/or Umbrella Liability policies.

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than <u>30</u> days notice in writing shall be given to the County."

NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives." OR In lieu of modifying the cancellation clause, Chesterfield County may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.

3. The Certificate Holder should be listed as:

Chesterfield County c/o Purchasing Department P. O. Box 51 Chesterfield, VA 23832-0001 IFB/RFP #

4. Certificate of Insurance must be signed.

CONTRACTOR REGISTRATION

If a contract for construction, removal, repair or improvement of a building or other real property is for Seventy Thousand Dollars (\$70,000) or more, or if the total value of all such contracts undertaken by a Bidder within any twelve-month period is Five Hundred Thousand Dollars (\$500,000) or more, the Bidder is required under Title 54.1, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for Seventy-five Hundred Dollars (\$7,500) or more (One Thousand Dollars [\$1,000] for electrical, plumbing and HVAC work) but less than Seventy Thousand Dollars (\$70,000), the Bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for One Thousand Dollars (\$1,000) or more but less than Seventy-five Hundred Dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the Bidder is required to be licensed as a "CLASS C CONTRACTOR". The Contractor license shall have the appropriate specialty classification that is predominant for the respective work. The Bidder shall indicate in the space provided whichever of the following notations is appropriate, inserting his contractor license number and specialty.

Licensed Class A Virginia Contractor No	
•	
Specialty:	

If the Bidder shall fail to provide this information and shall fail to promptly provide said Contractor license number to the County in writing when requested, he shall be deemed to be in violation of Section 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

BASIS OF AWARD

Award of this contract will be made to the lowest responsive and responsible bidder on a Grand Total Bid based on the regular time hourly rate of a normal work crew consisting of one electronic technician and one helper and the total service fees. The County intends to make award to a single contractor.

PRICING SCHEDULE

EST. HOURS	DESCRIPTION	HOURLY RATE	Regular Time	Overtime	Holidays
550 Hrs.	Electronic Technician	\$/HR	\$/TOTAL	\$/HR	\$/HR
550 Hrs.	Helper	\$/HR	\$/ TOTAL	\$/HR	\$/HR
50 Hrs.	Master Electrician	\$/HR	\$/ TOTAL	\$/HR	\$/HR
	TOTAL PER HOUR \$/ TOTAL				
EST. HOURS	SERVICES	HOURLY RATE			
50 Hrs.	AutoCad Services	\$/HR	\$/TOTAL		
250 Hrs.	PLC Programming	\$/HR	\$/TOTAL		
200 Hrs.	Control/Eng. Design	\$/HR	\$/TOTAL		
	TOTAL SERVICE	FEES	\$/TOTAL		
(TOTAL	GRAND TOTAL BID (TOTAL HOURLY RATE PLUS TOTAL SERVICE FEES)		\$/TOTAL		
CONTACT	S				
MERGEN	CY SERVICE NUMBERS	(24 hour call):	()	()	
Please furn or service o	ish the name(s) of a concalls:	tact person, add	ress, telephone, and f	ax number for	placing orde
lame(s)					
Phone:	()	Cell Phone: (_) Fax:	()	

Email for electronic communications:

RESPONSE TIME FOR SERVICE/EMERGENCY REQUESTS

Bidders are required to confirm their ability to meet the response time for service/emergency requests as shown on Page 7, as this may be a factor in the award decision.

Response will be in accordance with the re-	quirements:
YesNo	
State any exceptions to the time proposed:	
ADDENDA	
Bidder hereby acknowledges receipt of anothis Invitation for Bid:	d incorporation of all requirements of any addenda issued for
Addendum No.	Dated
Addendum No	Dated
Addendum No	Dated

TERMS AND SIGNATURE SHEET All bids shall be signed on the Terms and Signature Sheet in order to be considered.

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are ______

All prices shall be F.O.B.: <u>Various Chesterfield County locations</u>. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #07-21710-9582 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

Complete Level Name of Firm.

- I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.
- the accompanying bid is in compliance with the State and Local Government Conflict of Interests Act 2.2-3100, supplemented by Article 6, 2.2-4367-69 of the Code of Virginia. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five per cent.

Complete Legal Name of Firm.				
Order From Address:				
				_
Remit To Address:				_
Signature:				
Name (type/print):		Title:		
Fed ID No.:	Phone	()	Fax (<u>)</u>	
· · · · · · · · · · · · · · · · · · ·	•		ounty regarding our business. Wirms submitting bids will receive equa	
Minority Business Enterprise:	Yes	No		
Woman-Owned Business:	Yes	No		
Chesterfield Business:	Yes	No		

CONTRACTOR DATA SHEET TO BE COMPLETED AND SUBMITTED WITH BID

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County. Indicate the length of time you have been in business as a company providing the type of service required for this contract. _____ years ____ months Provide a minimum of three (3) references who may substantiate past work performance and experience in the type of work required for this contract. Name, Address, Phone Number and Contact Person 1. 2. 3.